Request for Proposal for Appointment of HR Consultant for strategic Human Resource Management of NABFINS Ltd

Reference No. NABFINS/RFP/0010/2023-24

NABFINS LIMITED

(A subsidiary of National Bank for Agriculture and Rural Development)

#3072, 14th Cross, K.R. Road
Banashankari 2nd Stage
Bengaluru - 560 070 www.nabfins.org

Contents

IMPORTANT BID DETAILS

S.No	Particulars	Details
1.	RFP Reference number	***Reference No. NABFINS /RFP /0010/2023-24***
2.	Purpose	Appointment of HR Consultant for strategic Human Resource Management of NABFINS Ltd
3.	RFP document availability	www.nabfins.org
4.	Earnest Money Deposit (EMD)	Rs.50,000/-(Rupees fifty thousand Only) in the form of Electronic transfer to NABFINS Limited bank account. NABFINS LTD. Bank Account Details: Account No: 32635856611 IFSE Code: SBIN0003286 Branch: SBI Jayanagar II Block Branch Transaction details/UTR to be attached along with the Technical bid in Envelope 1 **Tender without EMD shall be rejected**.
5.	No. of Envelopes (Non- window & sealed) to be submitted	**Three (3) Envelopes** **I. Envelope 1** : The Envelope 1 should contain a. Declaration on Eligibility criteria with attachments as per Annexure A b. Technical Bid as per Annexures B, C, D & E c. Transaction details/UTR for ₹50,000/- towards EMD **II. Envelope 2** a. Commercial Bid as per Annexure F **III. Envelope 3** a. The Envelope 3 should contain Envelope 1 & 2 duly super scribed as “Bid for HR consultancy services for NABFINS” Note: Name of the Bidder with contact number and Email ID must be written on all envelopes.

S.No	Particulars	Details
6.	Bid release date	12th Jan 2024
7.	Date Pre-bid meeting	29th Jan 2024
8.	Last Date of Submission of Bids	07th Feb 2024 at 1500 Hrs
9.	Date and Time of opening of Technical Bid	07th Feb 2024 at 1530 Hrs
10.	Presentation by individual Bidders	Eligible short-listed Bidders will be invited to present the Technical Bid submission sometime in the period of 3rd and 4th Week of February 2024. The exact date and time for the presentation will be communicated to the eligible Bidders subsequently; Company's decision is final in this regard
11.	Date and Time of opening of Commercial Bids	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders
12.	Bid Validity	90 days from the last date for submission of the bid or any extended period
13.	Address for Submission /Opening of Bids / Presentation by bidders	The Managing Director NABFINS Limited #3072, 14th Cross, K.R. Road, Banashankari 2nd Stage, Bengaluru - 560 070
14.	Contact persons:	1) Mr Sasi Kumar C (Deputy General Manager) – 9962745553 2) Ms. Divya (Manager) - 9620591888 Email id: ho@nabfins.org

INFORMATION SUMMARY

1. Introduction

a) NABFINS Limited, is a public limited company registered under the Companies Act 2013 (hereinafter referred to as "NABFINS" or "the Company") having its Head Office at 3072, 14th cross, K R Road, Banashankari 2nd Stage, Bengaluru, Karnataka, India with branches and other setups in different cities across the country. Detailed information regarding the functions of the Company are provided in Chapter 1 and for further details please visit the website www.nabfins.org.

b) NABFINS Limited intends to appoint a specialized HR Consultant to study the existing HR practices and policies of NABFINS and assist NABFINS for improvements as per the scope defined in Chapter 2 of this document. Eligible bidders are invited to submit their proposals as per details given in this Request for Proposal (RFP) document.

c) The RFP document may be downloaded from the company's website www.nabfins.org. The company reserves the right to change the requirements. Any such changes will be posted on the company's website. The bidder is required to regularly visit the website to keep track of the amendments in the RFP document.

d) The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Company and any successful bidder as identified by the Company after completion of the selection process as detailed in Chapter 4.

e) Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. NABFINS shall not be liable for any omissions on the part of any bidder. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.

2. Information Provided

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company.

3. Confidentiality

The RFP document is confidential and shall not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is being provided to the recipient on the basis of undertaking of confidentiality to be given by the recipient to the Company as per Annexure - I. The company may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, Consultant, director, agent, or other person associated or affiliated in any way with the Company or any of its customers or suppliers without the prior written consent of Company except for bidding purposes.

4. Costs to be borne by Bidders

All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses including but not limited to the attendance at meetings, discussions, demonstrations, branch visits, etc., and providing any additional information required by the Company, shall be borne entirely and exclusively by the bidders.

5. No Legal Relationship

No binding legal relationship shall exist between any of the bidders and the Company until the execution of a contractual agreement.

6. Bidders obligation to inform himself/ herself

The bidder shall conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

7. Evaluation of Offers

Each bidder acknowledges and accepts that the Company may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting one eligible bidder as consultant.

8. Errors and Omissions

Each bidder shall notify the Company of any error, omission, or discrepancy, if any, found in this RFP document.

9. Bid submission Terms

a) The detailed instructions regarding bid submission is given in Chapter 5. The technical and commercial bid along with required attachments shall be placed in two different sealed envelopes. These two envelopes containing bids shall be placed in another envelope and sealed and submitted on or before the last date submission of response to RFP at the address prescribed for the same.
b) Faxed / emailed copies of any document are not acceptable and shall result in rejection of bid by the Company;
c) All submissions, including any accompanying documents, shall become the property of the Company. Bidders shall be deemed to license, and grant all rights to the Company to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

d) The bidder shall also be required to submit an Earnest Money Deposit of ₹ 50,000/- (Rupees fifty thousand only) by way of Electronic transfer to NABFINS Limited bank account, transaction details must be submitted along with the RFP response. The Earnest Money Deposit shall be refunded to all bidders except the one finally selected for award of the contract.
e) The selected successful bidder shall be required to enter into an agreement with the Company with respect to award of contract. The Earnest Money Deposit shall be refunded only after signature of the agreement and submission of performance bank guarantee which will be 10% of the value of the contract. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABFINS. No interest shall be payable by the Company on the Earnest Money Deposit.
f) Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the company's email ID – ho@nabfins.org latest by 1700 Hrs pm on 23rd Jan 2024. A pre bid meeting shall be held on 29th Jan 2024 at 1500 Hrs at the Head office of the company (Physical / Hybrid mode). Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the NABFINS website, latest by 31st Jan 2024. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids
g) The company shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the company to assist in the examination, evaluation and comparison of bids, the company may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
h) All the information required as per the bidding document shall to be provided by the bidder. Incomplete information may lead to rejection of the proposal.
i) Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
j) The company reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
k) The Company shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

10. Bid Validity Period

The proposal must remain valid and open for evaluation according to the terms for a period of at least 90 days from the last date for submission (or any extended period for submission) of the RFP to the company.

11. Acceptance of Terms

A bidder shall, by responding to the Company for RFP, be deemed to have accepted the terms and conditions indicated in this RFP.

12. RFP related Communication with NABFINS:

a) Bidders are required to direct all communications related to this RFP, to

The Managing Director
NABFINS Limited
3072, 14th cross, K R Road
Banashankari 2nd Stage
Bengaluru 560 070
Karnataka

b) The Company shall not answer any query received from bidders later than 1700 Hrs on 23rd Jan 2024. However, the company may, in its absolute discretion, seek additional information or material from any bidder/s after the RFP closes and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their Fax Number, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

c) In case the company, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the company reserves the right to communicate such response to all bidders.

13. Notification

The company shall notify bidders as soon as practicable about outcome of the RFP. The company is not obliged to provide any reasons for any outcome.

14. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a cause for disqualification.

15. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Company and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the company or any of its officers, employees, contractors, agents, or advisers.

CHAPTER 1: INTRODUCTION

1. Background

a) NABFINS Limited (hereafter referred to as the company or NABFINS) is a public limited company registered as a Non-Banking Finance Company– Micro Finance Institution (NBFC – MFI) with the Reserve Bank of India. It is a subsidiary of National Bank for Agriculture and Rural Development (NABARD). The other shareholders of the company are the Government of Karnataka, Canara Bank, Union Bank of India, Federal Bank, Dhanalaxmi Bank and few other individuals. NABFINS was launched in 2008 and has been in microfinance business since then.

b) NABFINS Ltd as part of microfinance business is engaged in providing micro credit to borrowers from poor and weaker sections for taking up economically gainful activities or otherwise. The loans are given to members of Self Help Groups, Joint Liability Groups and also individual entrepreneurs for a term ranging from 12 to 36 months. It has a client base of nearly 8.5 lakh borrowers from 18 States in India. NABFINS is in the process of introducing new loan products also. Presently NABFINS HR department is using a software which is in-house developed.

c) NABFINS intends to appoint a specialized HR Consultant who meticulously studies the current state of HR affairs within the organization, identifying areas of strength and potential areas for improvement. Through insightful analysis and a comprehensive grasp of industry standards, the consultant should suggest tailored solutions that align seamlessly with the company's goals and objectives.

d) This Request for Proposal document ("RFP document" or "RFP") has been prepared solely for the purpose of enabling NABFINS in defining the requirements for appointment of a suitable Consultant for identifying, selection, procurement and validation of the HR policies and procedure and decentralisation of HR activities to suit its present and future business requirements over a period of next twelve months. The Consultant is expected to provide services as per the scope of work indicated in Chapter 2 over a period of **3 months**.

e) The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NABFINS and any successful bidder as identified by NABFINS after completion of the selection process as detailed in Chapter 3.

CHAPTER 2: SCOPE OF WORK

2. Scope of work

The broad terms of reference / scope of work of the consultancy assigned will be as under:

I. Revamping of organisational structure:

To identify gaps in the organization structure and the skills required to be filled up to make the organization future ready and competitive. Suggest improvements in the overall organisation structure in respect of

a. Organogram at Head Office
b. Feasibility organisation structure at Zonal/State/Region
c. Nomenclature / Designation for staff at Head Office/ Zonal/State/Region
d. Delegation of power

with special focus on decentralisation of HR functions and creation of Zonal/Other Offices to make the organisation ready to evolve as Small Finance Bank from HR perspective

II. Review of Compensation structures: Compare compensation and incentive mechanisms for existing job profiles at to that prevalent in the market for employee performance and retention measures. The proposed revisions should include back testing

III. Provide innovative and implementable inputs to the HR functions viz ., overseeing talent acquisition, talent retention, career development, succession planning and training

IV. Suggest Brand building measures at Head Office as well as field operations

V. Improvements in the existing staff manual of NABFINS and suggest suitable revisions/inclusions in line with standard industry practices in NBFC MFIs

VI. Inputs for the Performance appraisal system and alignment thereof to achieve the desired corporate plans and objectives

VII. Comparison of HR practices of MFI Industry vs NABFINS. Suggest best practices for adoption by NABFINS

VIII. Compensation of Key Managerial personnel

IX. NABFINS Limited reserves the right to assign additional incidental assignments in connection with the Strategic Human Resource Management of NABFINS Limited.

CHAPTER 3 – SELECTION PROCEDURE

3. Introduction

The selection procedure comprises a three stage process, viz: evaluation of compliance to eligibility criteria, technical bids evaluation and commercial bids evaluation.

3.1. Eligibility criteria

In the first stage of selection procedure, scrutiny of the bids will be carried out to ascertain compliance of the bidders with the eligibility criteria for the bidders as per clause 4.1. The bids of the bidders who do not meet the required minimum eligibility criteria shall not be considered for technical bid evaluation.

3.2. Technical Bids Evaluation

3.2.1. Technical bids of only those bidders who comply with the eligibility criteria shall be evaluated.

3.2.2. Presentations shall be made by all the qualified bidders on their experience, expertise and the methodology and approach, before the team of officials from the company. The date of presentation shall be communicated to the eligible shortlisted bidders by the Company.

3.2.3. Maximum marks that can be secured under technical evaluation shall be 100 which shall be based on the evaluation parameters as per clause 4.2. Further details are mentioned in para 4.2.

3.2.4. The marks from Technical Bids evaluation will be arranged in descending order and the bidders above cut off marks (75) shall be shortlisted. In case the number of bidders scoring 75 marks or more in technical evaluation is less than three (3), then the company, at its discretion, can consider top 3 bidders subject to obtaining marks not less than 60 for the purpose of evaluation of their commercial bids.

3.3. Opening of Commercial Bids.

3.3.1 The Commercial Bids of the bidders qualified in the technical bid evaluation shall only be opened and considered for further evaluation.

3.4. Final Evaluation

3.4.1 For the purpose of calculating final score, the computation methodology indicated in clause 4.2.3 shall be adopted.

3.4.2 The bidder obtaining the highest total score (TS) will be eligible for appointment as HR consultant to NABFINS for the specified purpose.

3.4.3 In the case of a tie between two or more bidders, the bidder with higher score under technical evaluation shall be selected.

3.5. Notification of Award

The acceptance of a tender, subject to contract, shall be communicated in writing at the address supplied by the Bidder in the tender response. Any change of address of the Bidder, shall therefore be promptly notified to the address for communication.

CHAPTER 4 BIDDER'S ELIGIBILITY CRITERIA AND CRITERIA FOR EVALUATION

4.1 Bidder's Eligibility Criteria

Bidders for appointment of Consultant for the assignment must meet the following minimum eligibility criteria. Declaration along with supporting documents should be submitted as per Annexure-A.

S.No	Minimum Eligibility Criteria	Details of proofs
1.	The bidder should be a legally registered entity. It could be partnership firm, limited Company, limited liability company under Indian Laws or/and an autonomous institution approved by the Government.	a. Copy of certificate of incorporation by the competent authority or Partnership deed in case of partnership firms b. Copy of GST registration c. Copy of PAN d. Address proof
2.	The company should have been in existence in India for at least 5 years as on date of RFP. In case of mergers/acquisitions/restructuring or name change the date of establishment of earlier/original institution can be taken into account. If the bidding entity was part of the parent company, the parent company may be reckoned. A disclaimer would be required to this effect.	Letter of commencement of business in case of a public company and registration certificate in respect of others.
3.	Should have a minimum average annual turnover in providing Consultancy services of ₹ 1 crore during any three of the four financial years immediately preceding the current financial year in respect of its offices located in India.	Audited financial statements of the bidder for immediately preceding four financial years or certificate from the Chartered Accountant.
4.	Should have reported net profit for at least 3 of the 4 financial years immediately preceding the current financial year. The bidder must warrant that it is a going concern, financial solvent i.e. able to meet its debts when they fall due	Audited financial statements of the bidder for immediately preceding four financial years or certificate from the Chartered Accountant.
5.	The bidder should not have been debarred / blacklisted/disqualified by any statutory body/Government/ Regulatory body(ies)	Compliance certificate as per Annexure C
6.	The bidder must warrant that there is no legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid (company reserves the right to reject the bid based on the nature of the pending case)	Compliance certificate as per Annexure C

7.	Should have provided HR Consultancy services to minimum 3 NBFCs/NBFC MFIs or any other financial services companies located in India	a. Copy of Offer of appointment or service/work order b. Impact assessment/ Work completion certificate issued, if any
8.	The Consultant shall have a full-fledged office with the ability to provide the requisite personnel	Proof of office address and details of HR specific personnel
9.	Must submit pre contract integrity pact	Annexure J
10.	Earnest Money Deposit	As per clause 5.4

a) Bidders who fulfil all the above minimum eligibility criteria are only eligible to take part in this bid exercise.
b) Bidder/s who have been appointed by NABFINS Limited, NABARD and/or its subsidiaries for any other project and whose contract has been terminated before completion of the project are not eligible to bid in the proposed project.
c) Proposals of those bidders, who do not fulfil the Minimum Eligibility Criteria as stated above, will be rejected.

4.2 Evaluation Process

4.2.1 Evaluation of Technical Bid

4.2.1.1 First, the compliance of the bidders to the minimum eligibility criteria indicated in clause 4.1 will examined. The bids of the bidders who fulfil the minimum eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in para no. 4.1, shall only will be taken up for further evaluation. The bids of others who do not comply with the minimum eligibility criteria shall be rejected.

4.2.1.2 The next step would be the evaluation of technical bids through the process detailed in clause 4.2.1.5. The bidders scoring less than 75 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for selection the evaluation of commercial bid.

4.2.1.3 In case the number of bidders scoring 75 marks or more in technical evaluation is less than three (3), then the company, at its discretion, can consider top 3 bidders subject to obtaining marks not less than 60 for the purpose of evaluation of their commercial bids.

4.2.1.4 The evaluation of technical proposals, among other things, will be broadly based on the following:

a) Prior experience of the bidder in undertaking projects of similar nature.
b) Professional qualifications and experience of the key staff proposed/ identified for this assignment.
c) Methodology/Approach proposed for accomplishing the proposed project.

d) Activities / tasks, project planning, resource planning, effort estimate etc.

e) Presentation-cum-Interaction. The short-listed bidders of this RFP have to give presentation/interactions before panel of representatives of Company on the methodology/ approach, time frame for various activities, strengths of the bidders in implementation of the proposed System. The technical competence and capability of the bidder for the consultancy project should be clearly reflected in the presentation. If any bidder fails to make such presentation, they will be eliminated from the selection process.

4.2.1.5 The score for technical evaluation shall be arrived as per the evaluation matrix given below.

Technical bid evaluation matrix

Criteria	Evaluation Parameter	Limits		Max. Marks
Experience of the agency in NBFC MFI domain	Experience in executing / execution of HR Strategy projects in NBFC MFI domain (Evidence by way of Statement of work completed / ongoing to be produced)	>=7 years	20	20
		4-6 years	10	
		<=3 years	5	
Relevant experience of the agency	Experience in executing / execution of HR Consultancy projects in similar financial institutions (NBFC MFIs / NBFCs) (Evidence by way of Statement of work completed / ongoing to be produced)	No of projects : >10	20	20
		No of projects : 5-10	10	
		No of projects : 3-4	5	
Availability of skilled and experienced man-power	Details of the skill set and experience of the project team provided by the bidder shall be the basis for evaluation.	More than 10 HR specialists	20	20
		Less than or equal to 10 HR specialists	10	
Understanding of the project	Technical proposal and the Presentation before the Project steering committee about the proposed methodology to be adopted to implement the project shall be the basis and indicative parameters are given below: • methodology/ approach • better understanding about the requirements • time frame for various activities • strengths of the bidders in implementation of the proposed System			40

Note:

(i) The Consultant is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.

(ii) Differential weightage will be given based on number of engagements / assignments.

(iii) One engagement dealing with multiple criteria will carry marks for each criteria. One documentary evidence showing multiple areas covered will suffice in this regard.

(iv) The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number

(v) Mere work order or agreement with the client company is not sufficient. Proof of satisfactory completion of work done will be required to assess and allot marks under segregated work items.

(vi) The company may, at its sole discretion, decide to seek more information from the Respondents in order to normalize the bids. However, Respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

4.2.1.6 The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid.

4.2.1.7 Relative Technical Score (RTS) for each vendor will be calculated as follows based on above parameters:

RTS = T / T High

Where, RTS = Relative score obtained by the bidder
T = Technical score obtained by bidder under consideration
T High = Highest Technical score secured among the bidders

4.2.2 Evaluation of Commercial Bid

4.2.2.1 The commercial bids of the bidders who were shortlisted based on the technical evaluation shall only be only be opened, the date of which shall be communicated separately to the successful technical bidders. and considered for further evaluation as per the process given below.

4.2.2.2 Relative Commercial Score (RCS) for each vendor will be calculated as follows based on above parameters:

RCS = C Low / C

Where, RCS = Relative score obtained by the bidder
C = Commercial bid value of the bidder under consideration
C Low = Lowest commercial bid value out of all the eligible commercial bids obtained.

4.2.3 Final Score Computation Methodology

A comprehensive “Total Score (TS)” will be calculated as follows.

TS= RTS * 0.70 + RCS * 0.30

The vendor with the highest Total Score (TS) will be selected for further discussion for finalizing contract / placing PO subject to satisfying all the terms and conditions defined in this RFP document.

This methodology is explained by way of illustration given in the following table.

Illustration for computation methodology

Sl. No.	Bidder	Technical Evaluation Score	Nominal Bid Price	a= (T / T High)*0.70 i.e (T/95)*0.70	b = (C Low / C) *0.30 i.e (60 / C) * 0.30	Total Score (TS) = a + b
1	ABC	95	71	0.70	0.25	0.95
2	XYZ	85	65	0.63	0.28	0.91
3	UVW	80	60	0.59	0.30	0.89

In the above example, ABC, with the highest score becomes the successful Least Price bidder. The price quoted by the Least Price bidder will be called “Least Price”.

In the case of tie between two or more bidders, the bidder with the highest technical score will be considered as least price bidder.

CHAPTER 5 Guidelines on Bids

5.1 General Guidelines

5.1.1. The RFP document may be downloaded from the company's website www.nabfins.org. The company reserves the right to change the requirements of the RFP. Any such changes will be posted in NABFINS's website and the bidder is required to regularly visit the website to keep track of the amendments in the RFP document.

5.1.2. Bidders are expected to study and develop a fair understanding of the company's existing processes and other related systems in place before submitting respective bids. For this, they may be guided by the information generally available in the public domain.

5.1.3. Bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

5.1.4. The Company may call for any clarifications/additional particulars required, on the technical/ commercial bids submitted. The bidder shall be required to submit the clarifications/ additional particulars in 'writing' within the specified date and time. The bidder's offer shall be disqualified, in case the clarifications/ additional particulars sought are not submitted within the specified date and time.

5.1.5. In case of any clarification required by the Company to assist in the examination, evaluation and comparison of bids, NABFINS may, at its discretion, ask the bidder for clarification. The response / clarification thereof shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.1.6. The company shall entertain bid related queries from prospective bidders until 1700 hrs on 23rd Jan 2024. Such queries may be sent by email at the following mail address of the Company – ho@nabfins.org. Any clarifications to queries raised by bidders or any change in requirement, will be posted on the company's website. Accordingly, the bidder must ensure that such clarifications / changes have been considered by them, before submission of bids. The company shall not have any responsibility in case of omissions on the part of any bidder. In case of any clarification required by the company to assist in the examination, evaluation and comparison of bids, the company may, at its discretion, ask the bidder for clarification. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.1.7. Bidders are permitted to submit only one Technical Bid and one Commercial Bid. Submission of more than one Technical and one Commercial bid by the bidder would lead to rejection of the entire bid of the concerned bidder.

5.1.8. The bid shall contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

5.1.9. No columns of the bids shall be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection.

5.1.10. Details in the bid shall be duly filled in. Correct technical information of the services being offered shall be filled in. While providing information by using terms such as "OK",
"ACCEPTED", "NOTED", "AS GIVEN IN BROCHURE/ MANUAL" or use of any Special Characters such as -, ", @, _,# is not acceptable. The Company reserves the right to treat offers not adhering to these guidelines.

5.1.11. The bid shall be signed by the bidder or any person duly authorised to bind the bidder to the contract. The signatory shall submit a declaration in Annexure K along with authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. All pages of the tender documents except brochures, if any, may be signed by the authorised signatory.

5.1.12. The bidders may note that no bid information is to be furnished to the company through e-mail or any other electronic mode except when specifically requested and such queries are to be confirmed in writing and such mails shall be addressed to the mail id. ho@nabfins.org only

5.2 Bidding document preparation

5.2.1 The response to the present RFP should be submitted in two parts, i.e., the Technical bid and the Commercial Bid (in hard copy). The bidder will have to submit the "Technical Bid" and the "Commercial Bid" separately within the stipulated date and time. The "Technical Bid" shall contain exhaustive and comprehensive technical details, whereas the "Commercial Bid" shall contain the pricing information. The Technical Bid shall "NOT" contain any pricing or commercial information at all and in case the Technical Bid contains any price related information, then that Technical Bid shall be disqualified and shall not be processed further.

5.2.2 In order to facilitate evaluation and comparison of tender responses, the bids shall be made strictly as per the formats specified. Failure to do so may result in the tender being eliminated at the examination stage as unresponsive. The bids may be properly filed or bound so that the papers are not loose. A hard copy of the credential letters from clients neatly bound, labelled and segregated into different areas in similar projects undertaken and executed shall also be submitted.

5.2.3 The bidder must organize the bid in accordance with the format specified in the tender document. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

5.2.4 Should the bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end. Should this option be exercised it may be noted that this additional information shall not be used for evaluation of the technical bid.

5.2.5 The bidder shall be required to submit the response in hard copy.

5.2.6 The Technical bid in response to the RFP responses shall be submitted in original, in sealed envelopes and shall clearly identify the bidder submitting them and shall be labelled **"RFP for HR Consultancy services - TECHNICAL Bid"** in the top left hand corner of the envelop. The envelope shall be dated with the current date in the top right hand corner.

5.2.7 The technical bid may adopt the order given below and provide the information required in Annexure A along with other information in the formats prescribed and appended as Annex 'B', Annex 'C', Annex 'D', Annex 'E', "Annex I" and "Annex J" to this document.

5.2.8 The technical bid shall be organized and submitted as per the following sequence:

a) Table of Contents (list of documents enclosed)

b) Technical bid in Annexure A along with B, D, E, I,J,K

c) Compliance certificate for all the terms and conditions as per Annexure "C"

d) All copies of certificates, documentary proofs for execution of assignments etc.

e) Payment instruments towards Earnest Money Deposit as per 5.4.1

5.2.9 The commercial bid in response to the RFP responses shall be submitted in original, in sealed envelopes and shall clearly identify the bidder submitting them and shall be labelled **"RFP for HR Consultancy services - COMMERICAL Bid"** in the top left hand corner of the envelope and shall be dated with the current date in the top right hand corner.

5.2.10 The Commercial Bid shall contain the quotation for the assignment as defined chapter 2 of this document expressed in Indian Rupees only in the prescribed format as Annexure F along with Annexure G. It may be noted that the bid amount shall mention the cost separately from the applicable tax components, if any.

5.2.11 Bidders shall note that a fixed price is required and that anything that seeks to limit or qualify such a fixed price is likely to be regarded unfavourably.

5.2.12 All the relevant pages of the bids (except literatures, datasheets and brochures) are to be numbered and signed by an authorized signatory. The number should be a unique running serial number across the entire document.

5.3 Bid Submission

5.3.1 The mode of submission of bids shall be as under:

a) No. of Envelopes (Non window, sealed) to be submitted: Three (3) Envelopes

b) Envelope 1 containing: Technical Bid & annexures as per 5.2.6, 5.2.7 and 5.2.8

c) Envelope 2 containing: Commercial Bid as per 5.2.9 and 5.2.10

d) Envelope 3 containing: Envelopes 1 & 2 duly superscribed as **"Bids for HR consultancy services for NABFINS submitted by ________ on ________"**

e) All envelopes must also be superscribed with Name of the Bidder along with contact number(s) and Email ID as well.

5.3.2 The Bids shall be addressed and submitted by Registered Post / speed post/courier/hand delivery to

The Managing Director
NABFINS Limited
3072, 14th cross, K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

or can be dropped in Tender Box at the Ground Floor at the aforementioned address.

5.3.3 Receipt of the bids shall be closed at 1500 Hrs on 07th Feb 2024. Bids received after this time shall not be accepted by the company under any circumstances. The Company shall not be responsible for any delay due to postal service or any other service provider. Faxed copies / emails of any submission are not acceptable and shall be liable to be rejected by NABFINS. In case the last date for receipt is declared a holiday either by NABFINS or by State / Central Government, then the

1500 Hrs on the next working day shall be reckoned as the last date for submission.

5.3.4 Bids once submitted shall be treated as final and no further correspondence shall be entertained in this regard. No bid shall be modified after the deadline for submission of bids.

5.3.5 The company shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

5.4 Earnest Money Deposit (EMD)

5.4.1 The bidder shall also be required to submit Earnest Money of ₹.50,000/-(Rupees fifty thousand only) by way of Electronic transfer to NABFINS Limited bank account (bank details mentioned below), transaction details shall be submitted along with the technical bid, failing which the bid shall stand rejected. The Earnest Money Deposit shall be refunded to all the bidders except the one who shall be finally selected for award of the contract.

NABFINS LTD. Bank Account Details:
Account No: 32635856611
IFSE Code: SBIN0003286
Branch: SBI Jayanagar II Block Branch

5.4.2 The EMD security may be forfeited:

(a) If a Bidder withdraws its bids during the period of Bid validity

(b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of the contract

(c) In case of successful Bidder, if the Bidder fails to Sign the contract and

(d) In case of any breach of the pre-contract integrity pact.

5.4.3 The selected successful bidder shall be required to enter into an agreement within 14 days from the date of award of the contract. The Earnest Money Deposit shall be refunded on receipt of performance bank guarantee and on signing of the agreement. If the selected bidder fails to enter into agreement of contract, the Earnest Money Deposit shall be subject to forfeiture at the discretion of the company. No interest shall be payable by the company on the Earnest Money Deposit.

5.5 Opening of bids

5.5.1 The technical bids shall be opened at 1530 Hrs on 07th Feb 2024.

5.5.2 The bids shall be opened in the presence of authorised representatives of the bidders at the Head office of the Company. The representative of the bidder shall produce an authorisation letter from the bidder to represent them at the time of opening of Technical/Commercial bids. A maximum of two representatives shall be allowed to represent any bidder. In case the bidder's representative/s is/are not present at the time of opening of bids, the quotations/ bids shall still be opened at the scheduled time at the sole discretion of the Company.

5.6 Clarification on the RFP

5.6.1 For any clarification with respect to this RFP, the following officials are nominated as points of contact

Name & Designation	Shri Sasi Kumar C Assistant General Manager	Ms Divya Y Manager
Telephone Number	99627 45553	96205 91888
Email	ho@nabfins.org	ho@nabfins.org

5.6.2 It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and shall be addressed to the nominated Point of contact. The Company is not liable to answer any communication received later than 1700 Hrs on 23 Jan 2024.

5.6.3 Written requests for clarification may be submitted to the company through e-mail at the nominated point of contact and clarifications for such queries shall be provided by the company or its representative to all the agencies.

5.6.4 In case the company, in its absolute discretion, deems that the originator of the query shall gain an advantage by a response to a question, then it reserves the right to communicate such response to all bidders. The company may, in its absolute discretion, engage in discussion with any bidder (or simultaneously with more than one bidder) after the RFP closes to improve or clarify any response.

5.6.5 Request for clarification should be submitted in the format given below.

Name of the Organisation submitting request	
Name & Position of the Person submitting request	
Full formal Address of the organization including Phone Number & email point of Contact	
Bidding Documents Reference/s requiring Points of clarifications required clarification (please indicate clause No.)	
Name and signature of the authorised person requesting clarification	

5.6.6 The amendments so placed on the company's website shall be binding on all the bidders. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the RFP. Further, in order to provide prospective bidders reasonable time to take the amendment into account in preparing their bid, the company may, at its discretion extend the deadline for submission of bids.

5.6.7 The company may extend the time for submission of all proposals and such an extension shall be duly and publicly notified in the Company's website.

5.6.8 The company may share the information/ clarifications provided in response to RFP by any bidder, with all other bidder(s)/others, in the same form as clarified to the bidder raising the query.

5.6.9 The company reserves the right to ascertain information from the institutions to which the bidders have rendered their services for execution of similar projects.

5.6.10 Clarifications, if any, required by the bidder shall be informed through e-mail to the nominated point of contact of the bidder.

5.7 Language of Bids

All bids and supporting documentation shall be submitted in English.

5.8 Period of Bid Validity

The Bids shall be treated as valid for a period of 90 days from the last date for submission of the bid or any other extended period for submission of the bid.

5.9 Format for Signing of Bid

All Forms and Declarations which are part of this document as annexure shall be submitted and signed by the authorised signatory. Unsigned bids shall entail rejection of the bid.

5.10 Correction of Errors

5.10.1 In case of a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

5.10.2 Instances of manual correction in respect of the amount mentioned in the bid shall not be considered unless duly authenticated by the signatory of the bidder.

5.11 Acceptance or Rejection of Bid

5.11.1 The company reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

5.11.2 The company reserves the right to select the next most responsive bidder in case the first most responsive bidder evaluated for selection fails to enter into an agreement within a specified time frame.

5.12 General Terms and Conditions

5.12.1 The bidders who wish to submit responses to this RFP shall abide by all the terms and conditions contained in the RFP. In case the responses contain any extraneous conditions put in by the respondents, such responses shall be disqualified and shall not be considered for the selection process.

5.12.2 The company and/or its officials, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any bidder/consultant/ person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it, whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of company and/or any of its officers, employees.

5.12.3 The information, submissions, including any accompanying documents, provided by the bidders in response to this bid document shall become the property of the company and shall not be returned under any circumstances. Bidders shall be deemed to license, and grant all rights to the company to reproduce the whole or any portion of their submission for the purpose of evaluation, and to disclose and/or use the contents of the submission as the basis for processing of RFP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

5.13 Additional Information Relating to Submission of Bid:

5.13.1 The company reserves the right to:

a) Reject any or all of the responses received in response to the RFP, without assigning any reason whatsoever.

b) Reject a response/proposal if it is not in accordance with its requirements and no correspondence will be entertained by the company in the matter.

c) The bid is liable to be rejected if it doesn't meet the "fit & proper criteria". The indicative not exhaustive list is given below:

i. It is not in conformity with the instructions mentioned in this tender document and/or

ii. It is not strictly as per prescribed form and format and/or

iii. It is not properly/duly signed and/or

iv. It is received through email, fax and/or

v. It is received after expiry of the due date and time and/or

vi. It is incomplete including non-furnishing of the required documents and/or

vii. It is evasive or contains incorrect information and/or

viii. There is canvassing/ lobbying/ influencing of any kind

5.13.2 The company is not obliged to provide any reasons for acceptance or rejection and for cancellation of the RFP at any stage.

5.13.3 The company may waive or change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/ waiver shall be duly and publicly notified in the company's website before the closure of the bid date.

5.13.4 The company may, in its absolute discretion, seek additional information or material from any bidders after closure of the RFP, and all such information and material provided must be taken to form part of that bidder's response. Bidders shall provide details of their email and full address(s) to ensure that replies to RFP could be conveyed promptly.

5.13.5 The proposed team members shall possess knowledge and experience in respect of the scope of work as specified in Chapter 2 and only experienced personnel shall be deployed as per the requirements of the Project. The key personnel identified by the consultant for the project shall carry out their activities from the premises of the company at Bengaluru / as decided by the Company.

5.14 No legal binding relationship

5.14.1 Responses to this RFP document shall not be construed as an obligation on the part of the company to award a work order for any services or combination of services.

5.14.2 Failure if any, on the part of the company to select a bidder shall not result in any claim whatsoever against the company. The company reserves the right to reject any or all bids either in part or in full, without assigning any reason whatsoever.

5.14.3 It may be noted that no legal binding relationship shall exist between any of the respondents to this RFP and the Company, until execution of a contractual agreement.

5.15 Authorised Signatory

The selected bidder shall indicate the names of the authorised personnel who will discuss and correspond with the company, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board/Governing body, authenticated by its Chief Executive Officer/Managing Director, authorising an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the company. The bidder shall furnish proof of signature identification for above purposes as required by the company.

5.16 Signing of Contract

5.16.1 By submitting a proposal, the Bidder agrees to promptly contract with NABFINS for any work awarded to the Bidder.

5.16.2 The successful bidder shall be required to enter into a contract with NABFINS, within 14 days of the award of the tender or within such extended period as may be decided by the NABFINS. Failure on the part of the awarded bidder to execute a valid contract with the company will relieve the company of any obligation to the bidder, and a different bidder may be selected.

5.16.3 The company has the right to reject any or all bid(s) received without assigning any reason whatsoever.

5.16.4 Company may at its discretion abandon the process of the selection of Consultant any time before notification of award

CHAPTER 6 GENERAL TERMS AND CONDITIONS OF THE CONTRACT

6.1 Broad Terms and Conditions

6.1.1 The following are the general terms and conditions proposed to be included in the Contract. However, the terms and conditions are not conclusive and the company reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary, before signing the final agreement.

6.1.2 The Bidder, selected for consultancy services for the project, shall have to enter into a service agreement directly with the company. The service agreement shall contain various terms and conditions relating to payment, delivery and acceptance of the design, etc. All the diagrams, drawings, documents, specifications and other related literature & information, provided by the bidder for the solution and agreed to by the company, shall also form a part of the agreement.

6.1.3 The bill for the consultancy services shall be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Consultant/bidder shall undertake to ensure that the prices are reasonable and in the range of prices for similar/ same services available in the market. In case of any irregularity being detected at any point of time in respect of the above, the company shall have the right to take appropriate action against the Consultant/ Bidder, as deemed fit by the company. Any additional or different terms and conditions proposed by the bidder shall be liable to be rejected unless expressly accepted to in writing by the company.

6.1.4 The bidder shall strictly adhere to the delivery dates or lead times identified in the proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP document) due to the bidder's inability to meet the established delivery dates, that bidder shall be responsible for any re-procurement costs suffered by the company. The liability of bidder in such an event shall be limited to the amount actually spent by the company for procuring similar alternative deliverables and services or to 20% of the total contract value/cost whichever is higher.

6.1.5 The bidder represents and acknowledges to the company that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations of implementing the project. The bidder also acknowledges that the Company having relied on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP document. The company expects the bidder to fulfil all the terms and conditions of this RFP document.

6.1.6 The bidder represents that the proposed documentation and/or use of the same by the company shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the company shall contain a complete and accurate description of the project and shall be prepared and maintained in accordance with the highest industry standards. The bidder represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder.

6.1.7 All terms and conditions, payments schedules, time frame for expected service levels as per this RFP shall remain unchanged unless explicitly communicated by the company in writing to the bidder. The company shall not be responsible for any inferences or conclusions made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the company whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for the project, etc., as mentioned in this RFP document.

6.1.8 The company and the bidder covenant and represent the following:

a) It is duly incorporated, validly existing and in good standing under as per the laws of the State in which such Party is incorporated.

b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

c) The execution, delivery and performance under an Agreement by such party:

i. Will not violate or contravene any provision of its documents of incorporation;

ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

iii. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

6.1.9 The company shall not return the bid documents to the Bidder(s).

6.1.10 The company shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

6.2 Forfeiture of Bid Security

In case a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form, or in case the successful bidder fails to accept the work order/ sign the Contract, the company shall be at liberty to set off/ adjust the proceeds of the performance security towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the company's right to proceed against the bidder in the event of the security being not enough to fully cover the loss/ damage.

6.3 Adherence to Standards

6.3.1. The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Technical Bid submitted by the bidder and/or agreed to between the company and the bidder. When no applicable standard is mentioned, the deliverables shall be supplied under the authoritative and appropriate international standards of such deliverables and such standards shall be the latest issued by the concerned institution/s.

6.3.2. The Consultant shall adhere to all the applicable laws of the land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

6.3.3. NABFINS reserves the right to conduct an audit/ongoing audit of the consulting services provided by the Consultant.

6.4 Governing Language

All correspondences and other documents pertaining to the contract shall be in English.

6.5 Applicable Laws

The Contract shall be governed and interpreted in accordance with the Indian Laws.

6.6 Notices

6.6.1. Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier or by email and shall be deemed to be complete only on obtaining acknowledgement thereof; or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

6.6.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.7 Contract Amendments

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and shall be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

6.8 Use of Contract Documents and Information

6.8.1. The bidder shall not, without the Company's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the company in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

6.8.2. The bidder shall treat as confidential all data and information about the company, obtained in the execution of his responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the company.

6.8.3. Any document, other than the Contract itself, shall remain the property of the company and all copies thereof shall be returned to the company on termination of the Contract.

6.8.4. The bidder shall not, without the company's prior written consent, make use of any document or information except for the purposes of performing the Contract. Further, Work, Study Reports, documents, etc., prepared under this contract shall become the property of the company.

6.9 Indemnification

6.9.1. The bidder shall undertake to observe, adhere to, abide by, comply with and notify the company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP. The bidder shall, at its own cost and expenses, defend and indemnify the company against all third-party claims including those of the infringement of Intellectual Property Rights, patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

6.9.2. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the company is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible to refund to the company such compensation paid by the company thereof, including all expenses in court and legal fees.

6.9.3. The company shall give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

6.9.4. The bidder shall also be liable to indemnify the company, at its own cost and expenses, against all losses/ damages, which the company may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

6.10 Term of Assignment

The Consultant under this RFP shall be appointed for a period extending till roll out of the software as mentioned in scope mentioned in Chapter 2.

6.11 Cancellation of Contract and Compensation

6.11.1. The company reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Company in the following circumstances:

a) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

b) The bidder goes into liquidation voluntarily or otherwise.

c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

d) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

e) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

6.11.2. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the company reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the company may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

6.11.3. The company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/ order.

6.12 Performance Bank Guarantee

6.12.1. The successful bidder shall at his own expense deposit with the Managing Director, NABFINS Limited, Bengaluru within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a Scheduled Commercial Bank, payable on demand in terms of Annexure Form ‘H’, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the bidder. In case of delayed submission of performance bank guarantee, penalty shall be levied at 0.5% of 10% of the contract value per week of delay.

6.12.2. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. The company shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default. The Performance Bank Guarantee may be discharged upon the company being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract and shall be discharged and returned to the bidder on successful completion of contract period or successful performance of the contract, whichever is later.

6.12.3. The performance security shall be denominated in the currency of the Contract and shall be by way of bank guarantee or another form acceptable to the company.

6.12.4. Failure of the successful bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 14 days or within such extended period, as may be specified by the Managing Director, NABFINS Limited, Bengaluru shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender and forfeiture of the EMD.

6.12.5. In case, the bidder does not perform under the contract to the full satisfaction of the company during the contract period, the company shall reserve the right to reject the services rendered under the contract in its entirety or partially, as the case may be, and bidder shall be liable to refund the full or proportionate amount, if already paid for the said services etc. In this regard the decision of the company shall be final. The guarantee shall be a continuing guarantee, valid till the expiry of the contract period.

6.12.6. Any deficiency or deficiencies observed by NABFINS during the contract period or before, in the performance or quality of the services rendered can separately or collectively be subject to deduction of sums as compensation from the Bank Guarantee deposited with NABFINS. This shall be in addition to other remedies available to it under the contract or otherwise if the selected bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

6.12.7. The Project will be deemed to have completed on submission to and acceptance by NABFINS. No interest will be payable on the Bank Guarantee.

6.13 Execution of Principal Agreement (PA)/ Non-Disclosure Agreement (NDA)

The Consultant shall execute

a) Principal Agreement (PA), which shall include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by NABFINS

and

b) Non-Disclosure Agreement (NDA).

The Consultant shall execute the PA and NDA within 14 days from the date of acceptance of Letter of Appointment. The date of agreement shall be treated as date of engagement and the completion of the assignment shall be worked out with reference to the date of engagement.

6.14 Period of Contract

6.14.1. The company shall engage and appoint a consultant to provide services as detailed in the Scope of Work in Chapter 2 in consideration of remuneration payable by NABFINS to consultant in terms of Para 6.19

6.14.2. The consultant shall complete the assignment within a period of **3 months** from the date of acceptance of the appointment order or such extended period as may be mutually agreed upon.

6.15 Prices

6.15.1. The price charged by the bidder for the services performed under the Contract shall not vary from the contracted prices.

6.15.2. No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Company to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.

6.15.3. The price shall be inclusive of all applicable taxes (at actuals). The Company shall not pay any amount/ expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”. The expenses incurred by the Consultants for travel to the Regional Offices/ branches selected under the assignment in terms of chapter 2 or within Bengaluru shall not be reimbursable by the company.

6.15.4. The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to the Company.

6.15.5. By submitting the bid for consultancy, the bidder shall be deemed to have accepted all the terms and conditions mentioned in the RFP document. The rates quoted by the bidder/ Consultant shall be adequate to complete the assignment according to the specification and conditions attached thereto. The bidder/ Consultant shall accordingly take into account all conditions and difficulties that may be encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount with taxes, royalties, and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The company shall not be liable for any tax related additional claim whatsoever in this respect during the period of contract or thereafter.

6.15.6. The TDS amount on prevailing rates and terms shall be deducted from the Consultant running account/ final bills. Necessary certificates shall be issued to the Consultant by the company.

6.16 Resolution of Disputes

6.16.1. The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

6.16.2. All disputes or differences whatsoever arising between the selected bidder and the company out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the matter may be referred (after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute/ differences), to a single arbitrator, acceptable to both the parties, in accordance with the Arbitration and Conciliation Act, 1996, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the contract, executed between the company and the bidder.

6.16.3. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.

6.16.4. In case the bidder raises a dispute and the same is referred to arbitration, the company shall send to the bidder a list of three names of persons who shall be presently unconnected with the company or the bidder. The bidder shall, on receipt of the names as aforesaid, select any one person so named to be appointed as sole arbitrator and communicate his name to the company, within 15 days of receipt of such names. The bidder shall, thereupon, without delay, appoint the said person as the sole arbitrator. In case the bidder fails to select any person as sole arbitrator within 15 days of receipt of the panel, the company shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by the Company from the above list of persons.

6.16.5. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 as in force and as amended from time to time. Where the parties appoint an Arbitrator, as per the procedure mentioned hereinabove, the award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to the Arbitrator, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award. It is hereby agreed that the Arbitrator shall not have powers to order any interim measures whatsoever during the course of arbitration.

6.16.6. The fees, if any, of the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator as the case may be in the award.

6.16.7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Bengaluru only and Courts in Bengaluru only shall have Jurisdiction to determine the same. The language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

6.16.8. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's specified address which has to be acknowledged by the receiver in writing.

6.16.9. The award shall be final and binding on both the parties and shall apply to the Contract.

6.16.10. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes/ differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Bengaluru, Karnataka, India and also the provisions of the Arbitration and Conciliation Act, 1996.

6.16.11. The work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the company unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Company, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

6.17 Delays in the Bidder’s Performance

The bidder shall strictly adhere to the implementation schedule, as specified in this document and also specified in the contract, executed between the Parties for performance of the obligations, arising out of the contract and any delay in completion of the obligations by the bidder shall enable the company to resort to any or both of the following:

a) Claiming Liquidated Damages.

b) Termination of the service agreement fully or partly and claim liquidated damages

6.18 Liquidated Damages

6.18.1. A liquidated damage is an estimate of the loss or damage that the Company may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the contract) relating to delivery and acceptance, etc., in providing service as per the scope of work of this RFP by the bidder and the bidder shall be liable to pay the company a fixed amount for each day of delay/ non-performance of the obligations by way of liquidated damages, details of which shall be specified in the Contract.

6.18.2. Without any prejudice to the company's other rights under the law, the company shall recover the liquidated damages, if any, accruing to the company, as above, from any amount payable to the bidder either as per the contract, executed between the parties or under any other agreement/ contract. Company reserves the right to recover such amount from performance guarantee.

6.18.3. Liquidated Damages are not applicable for reasons attributable to the company or Force Majeure. However, it is the responsibility/ onus of the bidder to prove that the delay is attributed to the company or Force Majeure. The bidder shall submit the proof, duly authenticated, that the delay is attributed to the company for Force Majeure.

6.18.4. Force Majeure

The Bidder or the Company shall not be responsible for delays, restrictions, interference or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilisations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations, or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations and on occurrence of such delays, restrictions, interference or non-performance of any or all contractual obligations, notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

6.18.5. In case a Force Majeure situation arises, the Bidder shall promptly notify within 21 days to the company in writing of such conditions and any change thereof. Unless otherwise directed by the company in writing, the Bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

6.19 Payment Terms

6.19.1. Payment shall be made after acceptance/ deemed acceptance of scope of work indicated in chapter 2. The deliverables shall be deemed to be fully and finally accepted by the company in the event such that the company has not submitted its response by way of acceptance or rejection in writing to the consultant within 30 days from the date of submission of the deliverable or when the company has commenced usage of the deliverable in its business, whichever is earlier. In case of rejection of any deliverable by the company, the consultant shall have a maximum time period of 15 days for correction. The payment shall be in Indian Rupees by the company.

6.19.2. The bidder must accept the payment terms proposed by NABFINS. Any deviation from the proposed payment terms shall not be accepted. NABFINS shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of NABFINS. Once a contract price is arrived at, the same must not be subject to escalation during the performance of the contract.

6.19.3. The company shall release payment of the agreed Professional Fees to the Consultant, for which contract will be executed, in stages, on completion of the various major activities, after deduction of applicable taxes at source. No advance payments shall be made. Further, it may be noted that the criteria indicated below is only for the purpose of effecting professional fees payment. The Consultant shall cover the entire scope and deliver all the "Deliverables" as mentioned under Chapter 2 of this RFP document.

6.19.4. NABFINS shall release the payment within 15 working days from the date of receipt of invoice. In case of dispute/s, payment shall be made within 10 working days of resolution of the dispute/s. No penal interest shall be payable for delayed payment.

6.19.5. The release of payments and retention money will be further subject to conditions mentioned below :

a) Satisfactory completion of the activities under a specific phase as per the contract

b) Deliverables agreed to are delivered in time and as per the specifications

c) The change in Project Manager during the entire period of execution of the contract, shall only be undertaken with the prior consent from the Company in writing.

d) The bidder shall make outlay of resource proposed to be deployed in the bid document for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

6.19.6. Payment shall be made after acceptance/ deemed acceptance of scope of work completed as per the tentative plan given below. The payment terms can be amended based on the mutual consent of the successful bidder and the Company. Such a change shall be at the discretion of the Company.

a) Acceptance of assignment and signing of the agreement – 10% of agreed price

b) Completion of all activities as per scope of work – 80% of the agreed price

c) 2 months after completion of all the work and submission of consolidated report – 10% of the agreed price

6.20 Taxes and Duties

The bidder shall be entirely responsible for obligations vis-à-vis fiscal authorities relating to all taxes, stamp duties, license fees, and other such levies, as applicable to it, imposed within and outside India.

6.21 Confidentiality

6.21.1. All materials generated during the project cycle by the company along with or by the Consultant for the Company, including but not limited to, gap analysis, studies, ideas, reports, surveys, projections, certifications, memoranda, customer lists and financial reports, etc., shall be the property of the Company and shall be treated as "Confidential" by the Consultant to be appointed under this RFP (except such information and materials as may be established to be in the public domain). The same shall not be disclosed or parted with by the consultant to third parties without the company's prior written approval even after the expiry of the contract or completion of the project. In other words, these are to be treated permanently as "Confidential". The work/ study carried out by the consultant shall be the sole property of the company. Information collected or provided to the consultant shall be confidential and shall not be used by him for any other purpose.

6.21.2. At no point shall the consultant use the name of the company without prior written permission to advertise itself.

6.21.3. The Consultant shall take appropriate action with respect to their employees to ensure that the obligations of non-use and non-disclosure of confidential information as hereinbefore mentioned are fully satisfied.

6.22 Compliance in obtaining approvals/ permissions/ licences:

The bidder shall promptly and timely obtain all such consents, permissions, approvals, licences, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulations/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the company and its employees/ officers/ staff/ personnel/ representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NABFINS will give notice of any such claim or demand of liability within reasonable time to the bidder.

6.23 Termination

NABFINS reserves the right to terminate the contract at any point of time during the implementation phase without showing any reasons thereof, by giving a written notice of 30 days to the bidder. In such case payment would be made commensurate with the level of completed work. If the bidder becomes bankrupt or otherwise insolvent, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the company. Further, the company reserves the right to cancel the contract in the event of happening of any one or more of the following Conditions:

a) Failure of the successful bidder to accept the contract;

b) Delay / deficiency in the services offered;

c) Delay in completing of the assignment

d) Breach in contractual obligations

In addition to the cancellation of the contract, the company reserves the right to appropriate the damages through encashment of Bid Security /Performance Bank Guarantee given by the bidder.

6.24 Work Space/ staff members required to carry out the assignment

a. The key persons identified by the Consultant for the project shall carry out their activities from the company's Head Office, Bengaluru, or any other suitable location per the mutual agreement between the Company and the Consultant.
b. The requirement of the staff members from the company, if any, along with their expected skill sets shall be requested a month in advance for different phases and areas of implementation. The expected skill sets shall be from the available resource of the Company that can be put at the disposal of the consultancy contract.

6.25 Project Team Members

The team members identified by the Consultant for the project shall possess appropriate qualification and adequate experience and expertise to ensure smooth implementation.

6.26 Substitution of Project Team Members

During the assignment, the substitution of key staff such as Project Manager, Team Leader etc., identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligations under the contract. In such circumstances, the consultant shall do so only with the concurrence of the company by providing other staff of same level of qualifications and expertise. If the company is not satisfied with the substitution, the company reserves the right to terminate the contract and recover whatever payments made by the company to the consultant during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. Further, the company reserves the right to insist upon the consultant to replace any team member with another (with the qualifications and expertise as required by the company) during the course of assignment.

6.27 Single Point of Contact

The selected bidder shall have a local office in India. The selected bidder shall provide details of a single point of contact, viz., name, designation, address, e-mail address, telephone/mobile no., etc. The Escalation Matrix shall also be provided indicating full details of point of contacts at different levels of escalation.

6.28 Intellectual Property Rights and Design Ownership

6.28.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of services in any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the Consultant fails to comply and the company is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The company reserves the right to issue notice to the bidder of such claim, if it is made, without delay.

6.28.2. All the drafts, notes, documents, discussion papers, presentations, etc., prepared by the Consultants and submitted to the company in connection with the Project, all the notes and other documents prepared in the course of execution/ process of development of the Project submitted/ not submitted to the Company shall be and remain the property of the company and all intellectual property rights pertaining thereto and other rights thereto shall vest in the company. All the designs, documents, etc., that remain in the custody of the Consultant during the progress of the project shall be delivered by the Consultants to the company on completion of the project. The Consultant shall not use or allow anyone to use such designs, documents, software, etc., without the prior written permission of the Company and any such act without the written permission of the company shall constitute violation of Intellectual Property Rights.

6.28.3. The company shall not share the document/ materials, etc., with any external party except as required by the regulator or under any law of the land or for the purpose of audit.

6.29 Professionalism

The consultant shall provide professional, objective and impartial advice at all times and hold the company's interests paramount and should observe the highest standard of ethics while executing the assignment.

6.30 Vicarious Liability

6.30.1. The consultant shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the consultant and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, sub-contractors etc., by the consultant, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the consultant shall be paid by the consultant alone and the company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the consultant's employees, agents, contractors, sub-contractors etc. The consultant shall agree to hold the company, its successors, assignees and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may be caused to the Company through the action of consultant's employees, agents, contractors, subcontractors etc.

6.30.2. The consultant or any of its holding/ subsidiary/ joint-venture/ affiliate/ group/ client companies or any of their employees/ officers/ staff/ personnel/ representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the company or any of its employees/ officers/ staff/ representatives/ personnel/ agents.

6.31 Non-Payment of Professional Fees

In case any of the items/ activities as mentioned in the price bid and as mentioned in chapter 2 are not taken up by the Company during the course of this assignment, the company shall not be liable to pay the professional fees quoted by the consultant in the Price Bid against such activity.

6.32 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the consultant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the company.

6.33 Joint Bidding and Sub Contracting

The consultant shall not jointly bid or subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the consultant under the contract without the prior written consent of the company.

6.34 Non-Solicitation

The consultant, during the term of the contract and for a period of one year thereafter shall not, without the express written consent of the company, directly or indirectly : a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the company in rendering services under the contract; or b) induce any person who is an employee or associate of the company at any time to terminate his/ her relationship with the company.

6.35 Domestic Presence of the Consultant

The Consultant shall have presence in India during the entire period of contract.

6.36 Extension of contract

NABFINS at its discretion and with mutual agreement with the consultant may extend the term of contract even after completion of the implementation of the assignment for such period, terms and conditions as mutually agreed.

ANNEXURE A

DECLARATION IN RESPECT OF FULFILMENT OF MINIMUM ELIGIBILITY CRITERIA

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

Subject: Basic information about the Bidder and declaration regarding Minimum Eligibility criteria Ref: RFP No.NABFINS/RFP/ /2023-24 dated - HR Consultancy Services

We, the undersigned, offer to provide services for the above-mentioned assignment, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes General information and status of compliance of Minimum Eligibility Criteria the details of which is given below:

Part A – General Information

S.No.	Particulars	Details
1	Registered Name of the bidder	
2	Registration No.	
3	Registering Authority	
4	Registered Address	
5	Name of the CEO / Managing Director and Contact details (including email id and mobile number)	
6	Address for correspondence (Including email)	
7	Name of the Contact person and Designation	
8	Contact details (including email id and mobile number)	
9	Organisation Chart	Please attach a copy

Part B – Compliance to Eligibility Criteria

<table>
<tr><th>S.No.</th><th>Minimum Eligibility Criteria</th><th colspan="2">Fulfilled Completely (Yes/No)</th><th>List of Documentary Evidence Enclosed along with page no</th><th>Remarks</th></tr>
<tr><td>1</td><td>The bidder should be a legally registered entity. It could be partnership firm, limited Company / Limited liability company, under Indian Laws or/and an autonomous institution approved by the GoI</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>2</td><td>Should have existence in India for atleast 5 years as on date of RFP. In case of Mergers/ acquisitions/restructuring or name change, the date of establishment of earlier/original institution can be taken into account. If the bidding entity was part of the parent company, the parent company may be reckoned. A disclaimer would be required to this effect.</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td rowspan="4">3</td><td rowspan="4">Should have a minimum average annual turnover of ₹ 1.00 crore during any three of the four immediately preceding the current financial year in respect of its offices located in India.</td><td>Fin. year</td><td>Turnover (₹)</td><td rowspan="4"></td><td rowspan="4"></td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td rowspan="3">4</td><td rowspan="3">Should have reported net profit for at least 3 of the 4 financial years immediately preceding the current financial year</td><td>Fin. year</td><td>Net profit (₹)</td><td rowspan="3"></td><td rowspan="3"></td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td>5</td><td>The bidder must warrant that it is a going concern, financial solvent i.e. able to meet its debts when they fall due</td><td colspan="2"></td><td></td><td></td></tr>
<tr><td>6</td><td>The bidder should not have been debarred / blacklisted/ disqualified by any statutory body/Government/ Regulatory body(ies)</td><td colspan="2"></td><td></td><td></td></tr>
</table>

7	The bidder must warrant that there is no legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid			
9	Submission pre bid integrity pact			
10	Earnest Money Deposit enclosed			

1) In case the company needs additional information/ clarification, we shall furnish the same within the time frame as specified by the Company.

2) In case, the company finds any deviation, information furnished is incorrect or misrepresented, the company may take decision as deemed fit, without giving any explanation.

3) We understand you are not bound to accept any proposal you receive.

Yours faithfully

(Signature and seal)
Name:
Designation:
Place:
Date:

ANNEXURE B
TECHNICAL BID

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

Subject: Ref: RFP No.NABFINS/RFP/ /2023-24 dated - Technical Bid for HR Consultancy Services

We, the undersigned, offer to provide services for the above-mentioned assignment, in accordance with your RFP document [Insert RFP Number] dated [Insert Date]. We are hereby submitting our technical bid as below:

S.No.	Particulars	Details
1	Registered Name of the bidder	
2	Brief summary about the achievements / accomplishments of the bidder	
3	Details of experience	Projects undertaken (Name of the client, Project name, project description, type of project, Scope, Status of completion) along with details of contact person(s) for reference regarding the project.
4	Human Resource profile of the proposed project team	Professional Qualifications accomplishments, previous experience in respect of key staff may be indicated in Annexure E
5	Brief summary about the understanding about the project	
6	Plan of activities proposed along with timelines	Details along with information in Annexure D

(Signature and seal)

Name:

Designation:

Place:

Date:

Encl.: Annexures C,D,E,I,J,K and transaction details of Electronic transfer to NABFINS Limited for EMD

ANNEXURE C

COMPLIANCE CERTIFICATE - TECHNICAL BID

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

RFP No. NABFINS/RFP/ /2023-24 dated ------------- Compliance Certificate - TECHNICAL BID for HR Consultancy Services

1. Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services study existing core microfinance operations software in NABFINS, identify suitable Software for conduct of business and provide Project Management services for implementation of the software and to meet such requirements and provide such services as are set out in the Tender Document.

2. We attach hereto the response to the RFP as required by the RFP document, which constitutes our bid.

3. We undertake, if our Tender is accepted, to adhere to the implementation plan and timelines put forward in our Tender Response or such adjusted plan as may subsequently be mutually agreed between us and NABFINS or its appointed representatives.

4. If our Response is accepted, we will obtain a performance bank guarantee in the format given in the Document issued by a Scheduled Commercial Bank in India for a sum equivalent to 10% of the contract sum for the due performance of the contract. In case of delay in providing performance bank guarantee, we understand that penalty shall be levied at 0.50% of performance guarantee for each week of such delay. Further, we understand that if the Performance guarantee is not submitted within the stipulated time, NABFINS Limited reserves the right to cancel the order/ contract and the Bid Security/Earnest Money Deposit (EMD) taken from the Bidder, will be forfeited.

5. We agree to abide by this response for a period of sixty days from the date fixed for opening of responses and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This Response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

6. We agree that you are not bound to accept the lowest or any bid/tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/ products specified in the tender/bid Response without assigning any reason whatsoever.

7. We declare that we have not been blacklisted/ debarred by any regulatory/ statutory authority/ PSU/ Government Client/ Company/ FI/NABARD/Subsidiaries of NABARD.

8. We declare that, as on date, no legal action has been initiated against us for any cause in any legal jurisdiction or that, as on date legal action has been initiated against us in respect of ....(as per details enclosed), however, the same does not affect our ability to deliver the RFP requirements.

9. We hereby confirm that we are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents which may be required in this connection.

10. We hereby confirm that we have obtained all necessary statutory and obligatory permissions, if any required, to carry out such project works in India.

11. We hereby confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original bid documents issued by NABFINS, conform to and are identical with the hardcopies of aforesaid proposal submitted by us, in all respects.

12. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original bid documents issued by NABFINS Limited. NABFINS Limited is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the NABFINS'S decision not to accept any such extraneous conditions and deviations will be final and binding on us.

13. We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

14. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely, the "Prevention of Corruption Act, 1988".

Dated this .... Day of 2023

....

(Signature)

(in the capacity of)

Duly authorised to sign the RFP Response for and on behalf of :

……

(Name and address of Bidding Company)

(Seal/Stamp)

Note: A letter of authorisation as per Annexure K shall be enclosed

ANNEXURE D

TECHNICAL BID - ESTIMATED EFFORT AND TIME

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

RFP No. NABFINS/RFP/   /2023-24   dated ---------- TECHNICAL BID Estimate effort and Time for Consultancy Services

With reference to RFP referred above, the estimated effort and time details are as under:

S.No.	Activity	Estimated time	Effort in Man days	No. of team members	Remarks

(Signature and seal)
Name:

Designation:

Place: Date:

ANNEXURE E

TECHNICAL BID - PROPOSED TEAM PROFILE

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref. No. NABFINS/RFP/ /2023-24 Date:

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

RFP No NABFINS/RFP/ /2023-24 dated ---------- TECHNICAL BID - Proposed Team Profile for Consultancy Services

With reference to RFP referred above, the details of team members for the project are as under

S.No.	Name of the person & Designation (team leader, member etc.)	Professional Qualification (certification/accreditation)	Areas of expertise relevant to RFP	Period of experience (in years and month)

Note:

a) Experience in institutions like NBFCs, NBFC MFIs may be highlighted specifically mentioned in the period of experience.

b) Details of areas of expertise in relation to projects in NBFC – MFIs, Banks, FIs, and NBFCs may be specifically highlighted.

c) Documentary proofs are to be enclosed to substantiate the claims made.

I/we, the undersigned, certify that to the best of my knowledge and belief, the information provided above are correct and that I/we understand that any wilful misstatement described herein may lead to the disqualification the assignment if engaged.

Signature and seal)
Name:

Designation:

Place:

Date:

ANNEXURE F

COMMERCIAL BID

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref.No. NABFINS/RFP/ /2023-24 Date:

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir

RFP No. NABFINS/RFP/ /2023-24 dated ---------- COMMERCIAL BID for HR Consultancy Services

Phase	Activities	Cost / Manday (₹)	Estimated Effort (in mandays)	Estimated price (Professional fee ₹)
I				
II				
III	Provision for contingency (Approximately 100 mandays) @			
IV	Price (I + II +III)			
V	Applicable Taxes, if any			
V	Total Fee (IV + V)			

Notes:

a) Contingency amount will be reckoned towards commercial evaluation, but will be paid if the services are availed for unforeseen / additional requirements not factored in the RFP@
b) Detailed break up of mandays (phase wise activity wise) and cost may be attached separately along with the commercial bid.
c) The above quoted fee is the lump sum (fixed price) amount and any addition in any form will not be payable by the Company for whatsoever reason.
d) The fee includes all taxes, duties, levies etc. Service Tax is included.
e) The fee also includes the cost of deliverables for all the phases of Consultancy.
f) The company will deduct the tax at source, if any, as per the law of the land.

2. We hereby confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original bid documents issued by NABFINS, conform to and are identical with the hardcopies of aforesaid proposal submitted by us, in all respects.

3. Further, we confirm that we have read and understood all the terms and conditions indicated in the Request for Proposal and assure that we will abide by the same.

(Signature and seal)

Name:

Place:

Designation:

Date

ANNEXURE G

COMPLIANCE CERTIFICATE - COMMERCIAL BID

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

RFP No. NABFINS/RFP/   /2023-24   dated ---------- COMMERCIAL BID Compliance Certificate for HR Consultancy Services

1. Having examined the Request for Proposal (RFP) Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer consultancy services for the purpose indicated in the RFP and provide such services as are set out in the RFP Document for a total bid price of ₹.______ (Rupees ________________________) as per enclosed annexure.

2. We attach hereto the RFP Commercial Response, which constitutes our bid.

3. We undertake, that if our RFP response is accepted, to adhere to the implementation plan put forward in our response or such adjusted plan as may subsequently be mutually agreed between us and NABFINS or its appointed representatives.

4. If our RFP response is accepted, we will obtain a performance bank guarantee in the format given in the RFP Document, issued by a Scheduled Commercial Bank in India, for a sum equivalent to 10% of the contract sum for the due performance of the contract.

5. We agree to abide by this RFP response for a period of sixty days (60) from the date fixed for opening of the response to RFP and it shall remain binding upon us, until within this period a formal contract is prepared and executed.

6. This RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

7. We agree that you are not bound to accept the lowest or any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or

any of the goods/ products specified in the RFP response without assigning any reason whatsoever.

8. It is hereby confirmed that I/ We are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents which may be required in this connection.

9. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India, namely the "Prevention of Corruption Act 1988".

Dated this ....Day of 2024

(Signature) (in the capacity of)

Duly authorised to sign the Tender Response for and on behalf of:

....

(Name and address of Bidding Company)

(Seal/Stamp)

Attachment: Annexure K

ANNEXURE H

PROFORMA PERFORMANCE BANK GUARANTEE

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir,

RFP No. NABFINS/RFP/   /2023-24   dated ---------- PERFORMANCE BANK GUARANTEE - Consultancy Services

WHEREAS

M/s. (name of Bidder), a ______ registered under the _______, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated........ (Hereinafter, referred to as "the said Agreement") with you (NABFINS) for end to end consultancy services, as detailed in the scope of work for the consultant for the project in the RFP document, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said

Agreement, our constituent is required to furnish a Bank Guarantee for ₹.______ (Rupees __________________), being 10% of the Contract Price of ₹.______ (Rupees __________________), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of ₹.______ (Rupees ____________________) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall continue and hold good till the completion of the warranty period subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until the completion of the end to end consultancy as per said Agreement.

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.

VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

IX. In case it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (NABFINS).

X. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

XI. Notwithstanding anything contained herein above, our liability under this Performance Guarantee is restricted to ₹.______ (Rupees ____________________) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed ₹.______ (Rupees ____________________);

II. This Performance Bank Guarantee shall be valid only up to completion of end to end consultancy; and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before completion of the warranty period for end to end consultancy. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated ....this ...... day 2024

Yours faithfully,

For and on behalf of the ....Bank, (Signature)

Designation

(Address of the Bank)

Note :

a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Karnataka Stamp Act

b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the company should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEXURE – I

FORMAT OF CONFIDENTIALITY UNDERTAKING

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref: ....   Dated

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Dear Sir

RFP No. NABFINS/RFP/   /2023-24 dated ---------- Confidentiality Undertaking for HR Consultancy Services

1. We acknowledge that during the course of bidding for Request For Proposal (RFP) floated for appointment of Consultant to study existing core microfinance operations software in NABFINS Limited, identify suitable Software for conduct of business and provide Project Management services for implementation of the software and during the course of implementation thereof, we shall have access to and be entrusted with confidential information. For the purposes of this document, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, constituting intellectual property or otherwise), whether oral or written, relating to NABFINS and its business that is provided to us pursuant to this Undertaking.

2. In consideration of NABFINS providing opportunity to us to bid, and for this purpose making confidential information available to us, we agree to the terms set out below:

a) We shall treat all confidential information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality

b) We shall use the confidential information solely for the preparation of our response to the RFP and not for any other purpose.

c) We shall not disclose any confidential information to any other person or firm, other than as permitted by item 5 below.

d) We shall not disclose or divulge any of the confidential information to any other client of _____[name of Consultant]

3. This Undertaking shall not prohibit disclosure of confidential information to our partners / directors and employees who need to know such confidential information to assist with the bidding for RFP floated for Appointment of Consultant with your prior written consent. Such consent not to be unreasonably withheld

a) to the extent that such disclosure is required by law;
b) to the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
c) to our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. Upon your request, we shall arrange delivery to you of all confidential information, and copies thereof, that it is in documentary or other tangible form, except:

a) For the purpose of a disclosure permitted as per clause 3 above
b) To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

5. This Undertaking shall not apply to confidential information that:

a) Is in the public domain at the time it is acquired by us;
b) Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
c) Is already in our possession prior to its disclosure to us; and
d) Is independently developed by us.

6. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

7. We acknowledge that the confidential information will not form the basis of any contract between you and us.

8. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

9. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

10. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

We have read this undertaking fully and confirm our agreement with its terms.

Yours Sincerely

Seal & Signature of the bidder
Name:

Position:

Date:

ANNEXURE –J

PRE CONTRACT INTEGRITY PACT
Between
NABFINS LIMITED
Hereinafter referred to as "The Principal"
And
.... Hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for Appointment of a Consultant for Implementation of a new software. The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor (IEM) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption

and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for serf or third person, any material or immaterial benefit which the person is not legally entitled to.
b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.
c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the Tender process and during the contract execution:

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary's, contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences Outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the Tender process.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the Tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal Shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the Tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission of NABARD. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABFINS LIMITED is

Shri Jagdeep Kumar Ghai PTA & FS (Retd.)
Flat 1032, A Wing, Vanashree Society Sector 58 A & B,
Palm Beach Road, Nerul, Navi Mumbai, Pin: 400 706
E mail ID: jkghai@gmail.com
Mob: 9869422244.

(2) The Monitor is not subject to instructions by the representatives of the parties and Performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the

information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on `Non-disclosure of Confidential Information and of `Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the` Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him~ by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge / determined by the Chairman of NABARD.

Section 10 - Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal)	(For & on behalf of the Bidder/Contractor)
(Office seal)	(Office seal)

Place:

Date:

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE – K

LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

(to be given by all the Bidders participating in the RFP on their official letterheads)

RFP No. **dated______**

To

The Managing Director,
NABFINS Limited,
3072, 14th cross,
K R Road
Banashankari 2nd Stage
Bengaluru
Karnataka 560 070

Sir

Sub: RFP for Appointment of a HR Consultant - Letter of Authorisation

1. This has reference to your above RFP for appointment of consultant. Mr./ Ms. .... is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the company as called for vide the company's RFP as referred to above, on behalf of our organization.

2. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted.

3. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the Organization against this RFP.

The specimen signature is attested below :

Specimen signature of the representative :

Signature of the Authorizing Authority :

Name of the Authorizing Authority :

(Certified photocopy of POA of authorized signatory/ authority is to be submitted).

Note:

This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Organization in its proposal

END OF THE DOCUMENT